

# EXHIBIT E

Levin-Epstein & Associates, P.C.

Attorneys at Law  
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**AGREEMENT TO PROVIDE LEGAL SERVICES**

September 5, 2018

**By Email**

Garcia Feliciano

Dear Mr. Feliciano:

We are pleased that you have chosen to retain the services of Levin-Epstein & Associates, P.C. Pursuant to Part 1215 of the Joint Rules of the Appellate Division, this letter will set forth the scope and terms of the retention:

***I. THE PARTIES***

Garcia Feliciano (the "Client") hereby retains **Levin-Epstein & Associates, P.C.** to provide legal services to Client in connection with a prospective lawsuit to be filed in the United States District Court, alleging that Client's employer committed, *inter alia*, certain violations of the Fair Labor Standards Act.

***II. SCOPE OF REPRESENTATION***

The representation you have sought from this office may be time-consuming. In order to give you an understanding of what is involved, the following is our best estimate of the steps involved in the representation:

1. Investigate the dispute described above by reviewing documents, including, but not limited to, contractual agreements and personal correspondences;
2. Perform legal research related to the causes of action that may be brought forth and determine the viability of such causes of action;
3. Consult with Client on questions pertaining to filing of said action; and
4. File the necessary legal documents and prosecute the case accordingly.

As with any estimate, the steps outlined above may alter with time as events unfold of which we are presently unaware or which are not within our control.

Within the scope of the representation, Levin-Epstein & Associates, P.C. will keep Client

informed of all matters that arise within the scope of representation, and advise on any significant decisions to be made. PER THE NATURE OF SUCH CASES, Levin-Epstein & Associates, P.C. advises that there is a likelihood that the client will have to pay some settlement to the plaintiff, including plaintiff's attorney fees. Although Levin-Epstein & Associates, P.C. may provide advice within the scope of the representation, all final decisions regarding settlement, resolutions or courses of action will be the decision of the Client.

### ***III. TIME***

Legal matters can take a significant amount of time to resolve and the time it takes can be affected by a number of factors beyond the control of Levin-Epstein & Associates, P.C. As such, you understand and acknowledge that there is no way that Levin-Epstein & Associates, P.C. can estimate how long it will take to resolve your claim(s) or how many hours of work by the firm will be required. This office will attempt to promptly keep you informed of any developments within your case.

### ***IV. CLIENT'S RIGHTS AND RESPONSIBILITIES***

The Appellate Divisions of the State of New York have enacted a Statement of Client's Rights, a copy of which is attached hereto.

### ***V. CONTINGENCY ARRANGEMENT***

Client agrees to pay Levin-Epstein & Associates, P.C. a fee of 33⅓% of any recovery, whether the recovery is by way of settlement or otherwise. This agreement does not cover attorney's fees in the event of an appeal. Attorneys shall not be obligated to render services in connection with an appeal without additional compensation.

If no recovery on the claim is made on behalf of the Client, no fee shall be due and owing to Levin-Epstein & Associates, P.C.

The contingent fee, payable as set forth in the fee provision of this contract, shall be based on the total amount recovered (gross) exclusive of any costs incurred in prosecuting the claim, unless some other formula for computing the claim is agreed to in writing by Levin-Epstein & Associates, P.C. and Client.

The Client consents that Levin-Epstein & Associates, P.C. shall have a lien on all of Client's documents, funds or assets in Levin-Epstein & Associates, P.C.'s control for the payment of all sums due to Levin-Epstein & Associates, P.C. from the Client under the terms of this agreement. Each of the parties to this agreement agrees to pay all costs and expenses incurred by the other party, if such party shall prevail in respect to any legal action relating to this agreement, including, without limitation, reasonable attorneys' fees and disbursements incurred in connection therewith, to the extent permitted by law.

**VI. OUT OF POCKET EXPENSES**

The Client acknowledges that Levin-Epstein & Associates, P.C. will incur various expenses in providing legal services to the Client. The Client agrees to reimburse Levin-Epstein & Associates, P.C. for all out-of-pocket expenses incurred by Levin-Epstein & Associates, P.C., at the prevailing rate, or if the Client is billed directly for these expenses, to make prompt, direct payments to the originators of the bills. Such expenses include, but are not limited to, court fees, charges for filing papers, courier or messenger services, recording and certifying documents, photocopying and printing costs, Lexis, Westlaw and other computerized data bases, investigations, witnesses, overtime clerical assistance, travel expenses and postage.

**VII. CLIENT-ATTORNEY COMMUNICATIONS**

We will endeavor to keep you fully advised with respect to the significant events occurring during the course of the representation. Should you have any questions or concerns at all, please communicate them to the Attorneys working on your matter.

*A. Telephone Calls*

We will attempt to return any voice mail messages within twenty-four (24) hours of receipt and will happily arrange for in-person meetings with the Client; however, Client will be billed for time spent related to phone calls and meetings, including the time spent preparing for the conversations and documenting the conversations afterwards.

*B. Electronic Communication*

We suggest that important information and questions be conveyed in writing. In particular, email is a suggested means of communications, as it is usually the most efficient method of communicating and documenting information.

If you have confidentiality concerns about communication by email and prefer not to utilize this method of communication, please let us know and we will respect your wishes.

We will send you pleadings, documents, correspondence and other information throughout the representation. These copies will be your file copies. We will also keep the information in a file in our office which will be our file. Please bring your copy of the file to any necessary meetings so that we both have all of the necessary information in front of us.

**VIII. FILE RETENTION**

At the conclusion of the representation, should you desire a copy of those portions of the file that are considered the Client's, please let us know and we will have a copy made for you at your expense. Otherwise, this office retains the files for a period of seven (7) years running from the conclusion of the representation at which time the files are destroyed, unless you notify us to the contrary in writing.

***IX. ARBITRATION***

Client and Levin-Epstein & Associates, P.C. agree that all disputes arising out of or related to this engagement, or to any other aspect of the relationship between Client and Levin-Epstein & Associates, P.C. shall be heard and determined by final and binding arbitration before a single arbitrator under the Commercial Arbitration Rules of the American Arbitration Association. Judgment upon the arbitration award may be entered in any court of competent jurisdiction. The substantive law of New York shall be applied in resolving any such dispute.

Agreeing to final and binding arbitration means forgoing many elements of litigation in court, most notably detailed discovery, trial by jury, and the right to appeal. Levin-Epstein & Associates, P.C. believes that the advantages of relative speed and economy, and the confidentiality that is so important to any attorney-client relationship, outweigh any disadvantages. We believe it is important for our clients to be fully informed about this choice of process. Accordingly, we will be happy to discuss the advantages and disadvantages of arbitration with you, or to provide time for you to consult with other counsel about this agreement to arbitrate if your wish to do so.

***X. ADDITIONAL SERVICES***

This agreement only covers the above-referenced services. Levin-Epstein & Associates, P.C. is not obligated to take appeals or defend against appeals. Levin-Epstein & Associates, P.C. agrees to assist Client in locating and retaining appellate counsel if that becomes necessary. Fees charged by appellate counsel shall be paid by the Client and in the event appellate counsel agrees to a contingent fee or to defer collection of fees, these appellate counsel fees shall be treated as liens against the file and not expenses.

***XI. TERMINATION OF THE RELATIONSHIP***

Our representation of you will continue through the conclusion of this matter or until otherwise agreed in writing. Client may terminate the services of Attorneys at any time and for any reason. Client further agrees that Attorneys have made no promises or guarantees regarding the outcome of Client's claim.

In the event fees earned under this agreement are not remitted in a timely fashion, this office reserves the right to withdraw from this representation, subject, of course, to the requirements of the Code of Professional Responsibility and the rules of the tribunal in question.

***XII. MULTIPLE CLIENTS***

If Client is comprised of more than one person or entity than stated above, each such person or entity shall be jointly and severally liable for payment of monies due to Levin-Epstein & Associates, P.C. pursuant to this agreement. If this agreement shall be terminated, the obligation to pay monies due to the firm that include all fees, charges and expenses incurred prior to such



termination and should Client refuse to have this agreement terminated despite notice by the firm, Client shall be required to pay any and all legal fees and expenses incurred as a result thereof.

***XIII. NO GUARANTEE***

Levin-Epstein & Associates, P.C. will use its best efforts in representing Client and to perform all services in a professional, diligent, business-like manner. *However, Client recognizes that Levin-Epstein & Associates, P.C. cannot guarantee a particular result or outcome of any matter.*

***XIV. CONCLUSION***

This agreement is a binding contract. As a result, if any of the information in this letter is not consistent with your understanding of our agreement, please contact me before signing this agreement. Otherwise, please sign the agreement and return it to me.

On behalf of the firm, we are pleased to represent you in this matter. If you have any questions, please feel free to call.

Very truly yours,

Joshua Levin-Epstein, Esq.

I have read this letter and consent to the terms of this agreement.

**GARCIA FELICIANO**

  
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Garcia Feliciano

Dated: 9/5/18

### STATEMENT OF CLIENT'S RIGHTS

1. You are entitled to be treated with courtesy and consideration at all times by your lawyer and the other lawyers and personnel in your lawyer's office.
2. You are entitled to an attorney capable of handling your legal matter competently and diligently, in accordance with the highest standards of the profession. If you are not satisfied with how your matter is being handled, you have the right to withdraw from the attorney-client relationship at any time (court approval may be required in some matters and your attorney may have a claim against you for the value of services rendered to you up to the point of discharge).
3. You are entitled to your lawyer's independent professional judgment and undivided loyalty uncompromised by conflicts of interest.
4. You are entitled to be charged a reasonable fee and to have your lawyer explain at the outset how the fee will be computed and the manner and frequency of billing. You are entitled to request and receive a written itemized bill from your attorney at reasonable intervals. You may refuse to enter into any fee arrangement that you find unsatisfactory. In the event of a fee dispute, you may have the right to seek arbitration; your attorney will provide you with the necessary information regarding arbitration in the event of a fee dispute, or upon your request.
5. You are entitled to have your questions and concerns addressed in a prompt manner and to have your telephone calls returned promptly.
6. You are entitled to be kept informed as to the status of your matter and to request and receive copies of papers. You are entitled to sufficient information to allow you to participate meaningfully in the development of your matter.
7. You are entitled to have your legitimate objectives respected by your attorney, including whether or not to settle your matter (court approval of a settlement is required in some matters).
8. You have the right to privacy in your dealings with your lawyer and to have your secrets and confidence preserved to the extent permitted by law.
9. You are entitled to have your attorney conduct himself or herself ethically in accordance with the Code of Professional Responsibility.
10. You may not be refused representation on the basis of race, creed, color, religion, sex, sexual orientation, age, national origin or disability.



**LEVIN-EPSTEIN & ASSOCIATES, P.C.**

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**CONSENT TO SUE**

By my signature below, I hereby authorize the filing and prosecution of claims in my name and on my behalf to contest the failure of Jae Woon Dae and its owners and affiliates to pay me, *inter alia*, minimum wage and overtime wages as required under state and/or federal law and also authorize the filing of this consent in the lawsuit challenging such conduct, and consent to being named as a representative plaintiff in this action to make decisions on behalf of all other plaintiffs concerning all aspects of this lawsuit. I have been provided with a copy of a retainer agreement with the law firm of Levin-Epstein & Associates, P.C., and I agree to be bound by its terms.

Con mi firma abajo, autorizo la presentación y tramitación de reclamaciones en mi nombre y de mi parte para impugnar el fallo de Jae Woon Dae y sus propietarios y afiliados a me pagan, entre otras cosas, el salario mínimo y pago de horas extras, requerida en el estado y / o la ley federal y también autorizan la presentación de este consentimiento en la demanda contra ese tipo de conducta, y el consentimiento para ser nombrado como demandante representante en esta acción para tomar decisiones en nombre de todos los demás demandantes en relación con todos aspectos de esta demanda. Se me ha proporcionado una copia de un acuerdo de retención con la firma de abogados de Levin-Epstein & Associates, P.C., de acuerdo en estar obligado por sus términos.

**GARCIA FELICIANO**



\_\_\_\_\_  
Garcia Feliciano

10/24/2018  
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Date